

FAIRFAX COUNTY
ELECTRONIC DATA INTERCHANGE (EDI)
BASIC TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of the _____ day of _____, 20____, by and between _____ (The "Trading Partner") with offices at _____ and Fairfax County (the "County") with offices at 12000 Government Center Parkway, Fairfax, Virginia, 22035.

This agreement prescribes the general procedures and policies to be followed when EDI is used for transmitting and receiving purchase orders, invoices, shipping notices, or other business information in lieu of creating one or more paper documents normally associated with conducting business with the County. Now therefore, the parties, intending to be legally bound, agree as follows:

The County will transmit and receive, over the County's contracted Third Party Service Provider's (TPSP) network such transaction sets (documents) as it chooses and as are recognized by the American National Standards Institute (ANSI) Accredited Standards Committee X12. The transaction sets will be transmitted to the Trading Partner in accordance with this Agreement. The Trading Partner agrees to be bound by the terms and conditions contained in such documents, this Agreement and any applicable contract.

All EDI obligations and electronic submissions are legally binding on the parties in accordance with this Agreement. Further, the use of any electronic or fax equivalent of a County standard business document referenced in this agreement or any Addendum to this agreement will be deemed an acceptable business practice and that no trading partner will challenge the admissibility of the electronic information in evidence, except in circumstances in which an analogous paper document could be challenged. Nothing contained in this agreement will take precedence over any contract under which this agreement is implemented.

1. Terms and Conditions

- a. Each trading partner will specify on the attached EDI Vendor Profile Form (Addendum A of this agreement) their X12 Identifiers and Elements.
- b. The County will send electronic documents to Trading Partners via its TPSP. Receipt by the Trading Partner is considered to occur when the transaction is placed in a mailbox on the Trading Partner's TPSP network.

- c. The County will bear the costs of placing documents in a trading partner's TPSP's electronic mailbox or in the trading partner's mailbox on the County TPSP network and receiving documents that the trading partner places in the County's mailbox. The County's Trading Partners are responsible for all costs associated with receiving orders from the trading partner's mailbox and transmitting documents to the County's mailbox.
- d. The following requirements are defined in the EDI Vendor Profile Form (Addendum A of this agreement):
 - 1. The time requirement for the Trading Partner to acknowledge receipt of transactions sent by the County to the Trading Partner with a Functional Acknowledgment (FA, ASC X12 997 transaction set).
 - 2. The time requirement for the County to acknowledge receipt of all transactions sent by the Trading Partner to the County with a Functional Acknowledgment.
 - 3. The County's TPSP, TPSP address information, and X12 sender and receiver identifications.
 - 4. The ANSI ASC X12 version and release for each transaction exchanged between the County and the Trading Partner.
- e. When the transmissions are delivery orders issued pursuant to an established County contract, then, in addition to the above stipulations, the terms and conditions of the contract shall apply.
- f. If a trading partner receives a garbled transmission, the County must be contacted immediately to arrange a retransmission. If the County receives a garbled transmission, it will contact the sender to request a retransmission.
- g. The County and trading partner will perform an initial test phase to verify the sending and receiving of EDI documents. EDI documents shall use the X12 Test/Production indicator, "T", to mark documents as test. Once both parties agree that the test phase has successfully been completed, all future EDI documents shall be marked as "P" for production.
- h. Any document from the County system placed into a trading partner's mailbox is to be considered a valid and authentic document as would be a paper transaction. Likewise, any document from a trading partner placed into a County mailbox will be considered a valid and authentic document as would be a paper transaction.

- i. Addendum B contains the specific Fairfax County Purchase Order terms and conditions which are relevant for all vendors desiring to conduct business with Fairfax County.

2. Force Majeure

None of the parties in this agreement will be liable for failure to properly conduct EDI in the event of war, accident, riot, fire, flood, epidemic, power outage, labor dispute, act of God, act of public enemy, malfunction or inappropriate design of hardware or software, or any other cause beyond such party's control. If standard business cannot be conducted by EDI, the County will, at its discretion, return to a paper-based system.

3. Effective Date

The effective date of this agreement will be the latest of the date(s) shown on the signature page of this document.

4. Termination

This agreement may be terminated by either the County or this trading partner, effective 30 days after receipt of written notice by either party. Termination will have no effect on transactions occurring prior to the effect date of termination.

5. Governing Law

This order and the performance thereof shall be construed and governed in accordance with the laws of the Commonwealth of Virginia and the *Fairfax County Purchasing Resolution*.

6. Severability

Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

7. Whole Agreement

This agreement and all addenda constitute the entire agreement between the parties. No changes in terms and conditions of this agreement shall be effective unless approved and signed by both parties. As the parties develop and implement additional EDI capabilities, addenda may be incorporated into this agreement. Each addendum will be signed by both parties. The latest date contained on the signature page will be the effective date of the addendum. The addendum will be appended to this agreement.

Fairfax County:

Trading Partner:

Signature/Date

Name: Cathy A. Muse

Title: Director/Purchasing Agent

Signature/Date

Name:

Title:

Trading Partners: Federal ID Number:

_____ or
Social Security Number (Individuals only)

Attachments:

Addendum A: EDI Vendor Profile Form

Addendum B: Purchase Order (850/860) Terms and Conditions

Virginia Tax Certificate

ADDENDUM A

Fairfax County EDI Project *EDI Vendor Profile*

Please complete the following information and return by fax (703) 324-3001, Attn: Systems Administration/EDI.

I. Business Information

Fairfax County Government:

Fairfax County Department of Purchasing and Supply Management Suite 427 12000 Government Center Parkway Fairfax, VA 22035	EDI Contact: D'Arcy Roper Title: Chief, Systems and Customer Services Telephone Number: 703/324-3256 Fax Number: 703/324-3228 E-Mail Address: Darcy.Roper@fairfaxcounty.gov
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1) Please provide your:

Company Name:	_____
Address:	_____

EDI Contact:	_____
Title:	_____
Telephone Number:	_____
Fax Number:	_____
E-mail Address:	_____

2) a) Do you currently exchange X12 transaction sets with the Federal Government? ____ (Yes/No).
With state/local governments? ____ (Yes/No).

II. X12 Requirements

Fairfax County Requirements:

ANSI ASC X12 Compliance: Fairfax County transaction sets will comply with ASC X12 Version 3, Release 5 (3050) and the Federal Implementation Convention (IC) for 3050 except for the following:

- using code 92 in N103 to identify the County's Vendor ID
- using code 60 in REF01 to identify the County's account suffix code(s) which are used in the REF segment that applies to a specific line item, and
- using a floating NTE segment for purchase order comments.

Transaction Sets: All test transaction sets will be marked as "test" and will not be considered formal business communications from the County. The County will currently participate in testing the exchange of:

ANSI ASC X12 **850** Outbound from the County

ANSI ASC X12 **860** Outbound from the County (TBD at a later date)

ANSI ASC X12 **997** Inbound from your firm

Functional Acknowledgments: Unless otherwise specified, Fairfax County requires trading partners to acknowledge receipt of transmissions with a Functional Acknowledgment (997) within 24 hours. Likewise, Fairfax County will acknowledge receipt of all incoming documents with a Functional Acknowledgment within 24 hours.

III. X12 Identifiers

Fairfax County Information:

Fairfax County uses the Advantis (IBM) Network EDI mailbox to exchange EDI transaction sets.

Our Advantis (IBM) Account number is: **EB071**

Our Advantis (IBM) User/Mail ID is: **EB071S1**

Fairfax County will use the following X12 Identifiers in each X12 transaction set to identify itself as the ? Sender? :

X12 Element	Value	Description
ISA05	01	Dun & Bradstreet Code
ISA06	074837626	Dun & Bradstreet Number (DUNS)
GS02	074837626	Dun & Bradstreet Number (DUNS)

Addendum A-2

Your Company Information:

- 3) Do you use the Advantis (IBM) EDI Network? _____(Yes/No)

If yes, please provide the following information:

Your Company's Advantis (IBM) Account Number is: _____

Your Company's User/Mail ID is: _____

Note: Your EDI Administrator and/or Advantis Network Support must ensure that your Advantis mailbox is set up to 'send to' and 'receive from' the Fairfax County mailbox with 'sender pays' billing.

- 4) If you do not use Advantis (IBM), please (✓) check which VAN/Network you use:

Advantis - STS (Sears)	_____	Kleinschmidt	_____
AT&T Easylink (GMS)	_____	MCI Telecom (also BT Tymnet)	_____
AT&T Easylink (IMS)	_____	Sterling Odernet (also CommerceNet)	_____
GEIS (General Electric Information Services)	_____	US Sprint	_____
Harbinger	_____	Other: _____	_____

- 5) Please specify the following X12 Identifiers that the County will use to identify your company as the "Receiver":

X12 Elements:

ISA07_____ISA08_____GS03_____

IV. Other

The County plans to expand the use of other transaction sets in the future. To assist us in this planning effort, please:

- 6) Identify the ANSI ASC X12 EDI transaction sets that you currently

a) Receive: _____

b) Send: _____

ADDENDUM B

TERMS AND CONDITIONS

1. **APPLICABLE LAWS:** This order and the performance thereof shall be construed and governed in accordance with the laws of the Commonwealth of Virginia and the *Fairfax County Purchasing Resolution*.
2. **PRICES/ PROMPT PAYMENT:** This order is acceptable only at prices stated. No tax shall be included, except as provided in this order. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice, or acceptance of materials or services, whichever is later.
3. **TRANSPORTATION CHARGES:**
 - a. Transportation charges must be prepaid when price is F.O.B. Destination, except when otherwise specified.
 - b. Vendor will pay transportation charges both ways on material rejected for failure to meet specifications and for wrong or defective material.
4. **INSPECTION:** Materials will be received subject to inspection and if found defective or not in accordance with specifications will be returned at your expense.
5. **CHANGES IN PURCHASE ORDER:** No changes or substitutions may be made in any of the provisions of this order without prior approval of the Buyer cited in block 7. If approved, a Change Order will then be issued.
6. **DELIVERY DATE:** Shipment must be made by date specified. Please advise Buyer if shipment can not be made as specified.
7. **CANCELLATION:** The County reserves the right to cancel all or part of this order if shipment is not made as specified.
8. **OVERSHIPMENTS:** The County does not accept responsibility for payment of overshipments. Quantities ordered must not be exceeded unless authority for deviations is specified in this order.
9. **PACKING LIST AND/ OR DELIVERY TICKET:** Unless otherwise specified, a Packing List and/or Delivery Ticket must be furnished with each shipment indicating the Purchase Order Number as well as the *following information:*

Addendum B-1

- a. Name of the Article and Stock Number (Supplier's)
- b. Material ID/Fairfax County Identification Number (FCIN) *when indicated on the reverse side*
- c. Quantity Ordered
- d. Quantity Shipped
- e. Quantity Back Ordered
- f. Name of Vendor

10. **DROP SHIPMENTS:** "Drop Shipment" of materials by Vendor from manufacturers will also be subject to the Packing List and/or Delivery Ticket information requirements as outlined above, Vendor *must insure* manufacturer compliance with these instructions.

11. **MARKINGS:** The Purchase Order Number including prefix letters must appear on all cartons, boxes, packages, shipping cases, invoices, shipping documents and correspondence.

12. **INVOICES/ PAYMENTS:**

- a. Vendor will render invoices as per specific instructions embodied in this order. Purchase Order Number must be referenced on all invoices.
- b. Never include on one invoice goods furnished on two or more Purchase Orders. Each Purchase Order must be invoiced separately.
- c. Address inquiries concerning the payment of invoices to:
 - 1. For Public School Invoices/ Payments – contact: Department of Financial Services, (703) 246-2836.
 - 2. For County Agency Invoices/ Payments – contact: Department of Finance, (703) 324-2530.

13. **TAXES:** Fairfax County is exempt from and will not pay Federal Excise Tax, Transportation Tax, or the Commonwealth of Virginia Sales and Use Tax. Federal Excise Tax Exemption Number is 54-74-012K. The Commonwealth of Virginia Sales and Use Tax Certificate (See Below).

14. **IDEMNITY:** Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered

against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.

15. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.
16. **NOTE:** Fairfax County does not discriminate against faith-based organizations, in accordance with the *Code of Virginia*, § 2.2-4343.1, or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

**COMMONWEALTH OF VIRGINIA
SALES AND USE TAX CERTIFICATE OF EXEMPTION**

**(For use by the Commonwealth of Virginia, a political subdivision
of the Commonwealth of Virginia, or the United States)**

To: _____ Date: _____
(Name of Dealer)

(Number and street or rural route) (City, town, or post office) (State)
(ZIP Code)

The Virginia Retail Sales and Use Tax Act provides that the Virginia sales and use tax shall not apply to tangible personal property for use or consumption by this State, any political subdivision of this State, or the United States. (This exemption does not apply to sales or leases to privately owned financial and other privately owned corporations chartered by the United States.)

The undersigned, for and on behalf of the governmental agency named below, hereby certifies that all tangible personal property purchased or leased from the above dealer on and after this date will be for use or consumption by a governmental agency, that each such purchase or lease will be supported by the required official purchase order, and that such tangible personal property will be paid for out of public funds: (Check proper box below.)

- ☐ 1. Tangible personal property for use or consumption by the Commonwealth of Virginia.
- ☐ 2. Tangible personal property for use or consumption by a political subdivision of the Commonwealth of Virginia.
- ☐ 3. Tangible personal property for use or consumption by the United States.

County of Fairfax

(Name of government agency)

(Number and street or rural route) **Fairfax** **Virginia** **22035**
(City, town, or post office) (State) (Zip Code)

I certify that I am authorized to sign this Certificate of Exemption and that, to the best of my knowledge and belief, it is true and correct, made in good faith, pursuant to the Virginia Retail Sales and Use Tax Act.

By:



(Signature)

Director/Purchasing Agent

(Title)

Information for dealer: - A dealer is required to have on file only one Certificate of Exemption properly executed by the governmental agency buying or leasing tax exempt tangible personal property under this Certificate.